

# TAL YOUNG, P.C.

A Professional Corporation  
Attorney ♦ Counselor ♦ Mediator

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**Steven Tal Young, Esquire**  
*Licensed in New Mexico  
and Colorado*

March 30, 2015

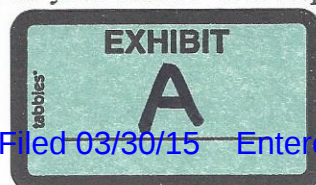
Atrinea Holdings, LLC  
Atrinea Health, LLC  
Corazon Family Medicine, P.C.  
Santa Fe Medical Group, LLC  
Atrinea Ruidoso, LLC  
3600 Rodeo Lane, Suite A-2  
Santa Fe, NM 87507-6400

**RE: Chapter 11 Proceedings/US Bankruptcy Court, District of New Mexico**

Dear Sirs:

This will confirm your retention of Tal Young, P.C. (the "Firm") to represent your interests in pursuit of your claim with respect to the above matter. Pursuant to our recent conversation, your representation will encompass our activities at maintaining your claims in the New Mexico Courts necessary to protect your interests.

I will be responsible for representing your interests in these matters. We will bill for our services on an hourly basis. My hourly rate for this matter is \$280.00 per hour. Paralegals are billed at the rate of \$65.00 per hour. In addition, all professional fees are subject to the New Mexico gross receipts tax. As we discussed during the course of our conversation, my firm requires a \$25,000.00 retainer to secure the payment of all services rendered. This amount is not a flat fee to perform the aforementioned services and is not an estimate of the total costs and fees for the representation provided for herein. The retainer is merely an amount held in trust to secure the payment for all services provided for in this agreement and rendered on your behalf. It is important for you to understand



that an additional retainer amount may be required if additional litigation ensues wherein you desire my services. I will draw from this retainer unless and until you direct me not to and the amount is refundable in the event that the amount billed for all services does not exceed the retainer amount. In the event that any firm billing is not paid within thirty (30) days, the firm reserves the right to draw upon the retainer up to the amount of the unpaid billings.

In addition to, and separate from professional fees, you will be responsible for the reimbursement of all expenses incurred by us in representing you. Expenses can include long distance telephone charges, photocopying, overnight mail, courier and delivery fees, travel, court fees, arbitration fees, service of process and subpoenas, deposition and trial transcripts, court reporter fees, expert witness fees and costs, on-line charges for computer research, and all other payments made to third parties (list not intended to be inclusive). Photocopying done within the Firm will be charged to you at the rate of \$.15 per page. Expenses incurred are subject to the New Mexico gross receipts tax.

Fees for professional services and expenses will be billed monthly, and payment is due upon receipt of each bill. Past due balances will be subject to a late payment charge of 1.5% per month.

Any dispute arising out of or relating to this Agreement will be subject to binding arbitration pursuant to the New Mexico Uniform Arbitration Act. If the parties can mutually agree on one arbitrator, the arbitrator so appointed shall conduct the arbitration. If the parties fail to mutually agree on one arbitrator within fifteen (15) days of the time that either party demands arbitration, then each party shall name an arbitrator. The two arbitrators thus appointed shall in turn agree on a third arbitrator, the arbitrator shall be appointed by the presiding judge of the case pending in Bernalillo County, New Mexico. The resulting panel of three arbitrators shall thereafter conduct the arbitration. The right to have any dispute heard in a court otherwise having jurisdiction is waived, as is the right to trial by jury. The prevailing party in any arbitration shall be entitled to an award of its reasonable attorney's fees and costs incurred. If the Firm represents itself, it shall nevertheless be entitled to an award of a reasonable attorney's fee. Any dispute arising under this Agreement that is limited to fees or costs will first be submitted to mediation before the Fee Mediation Committee (or its successor, if any) of the State Bar of New Mexico.

Either party shall have the right to terminate this Agreement and the attorney-client relationship, for any reason, upon fifteen (15) days written notice to the other. You agree to the withdrawal of the Firm as counsel of record in any court proceeding after either party mail's such written notice. Written notice shall be by certified mail, return receipt requested. Approval of this Agreement constitutes any approval required by applicable Rules of Civil Procedure governing any pending court proceeding.

This Agreement is intended to be a binding contract. No other terms or material representations have been made or exist not set forth herein. All prior oral representations and negotiations are merged into this final Agreement.



Two duplicate originals of this letter are included. Please sign one of the originals below and return it to us. Your signature represents your agreement to the terms of our representation and acknowledges that no guarantees have been made nor can be made regarding the outcome.

Thank you for entrusting this matter to us.

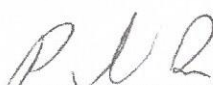
Very truly yours,

**TAL YOUNG, P.C.**  
**A Professional Corporation**

By: 

**STEVEN TAL YOUNG, ESQ**

**AGREED TO:**

  
\_\_\_\_\_  
**On behalf of Atrinea Holdings, LLC**

Date: 3/30/15

**AGREED TO:**

  
\_\_\_\_\_  
**On behalf of Atrinea Health, LLC**

Date: 3/30/15

**AGREED TO:**

  
\_\_\_\_\_  
**On behalf of Corazon Family Medicine, P.C.**

Date: 3/30/15

**AGREED TO:**

PDR  
**On behalf of Santa Fe Medical Group, LLC**

**Date:** 3/30/15

**AGREED TO:**

PDR  
**On behalf of Atrinea Ruidoso, LLC**

**Date:** 3/30/15